

Charter Township of Mundy
MOSQUITO ABATEMENT
PROGRAM SPECIFICATIONS

PART I

GENERAL REQUIREMENTS

I. A. QUALIFICATION REQUIREMENTS

Bids will only be solicited from responsible bidders known to be experienced and knowledgeable in the scope of work covered in this Request for Bids (RFB). Satisfactory evidence that the bidder has the necessary capital, equipment, personnel, experience, etc. to do the work as set out in the bid forms shall be available upon request

I. B. BID FORM

Sealed bids must be submitted on the bid forms furnished herein by the township. All bid amounts must be written and shown in figures in ink or typewritten together with all other data required and shall be legally signed with the complete address of the bidder given thereon. Bidders not responding to all information requested in this RFB may have their bids rejected.

I. C. RESPONSE DATE

To be considered, sealed bids must be received at the Township Office, 3478 Mundy Avenue, Swartz Creek, Michigan 48473 on or before November 19, 2015 at 4:00 pm. The Township Office is open Monday through Thursday, excluding holidays from 8:00 am until 6:00 pm. Bidders responding to the RFB by mail should allow normal delivery time to assure timely receipt of their bids. Sealed envelopes containing bids must be clearly marked on the outside with the bidder's name and the words "MOSQUITO ABATEMENT- CHARTER TOWNSHIP OF MUNDY."

Any bid received after the submission deadline shall not be accepted, nor considered.

II. A. PROGRAM NARRATIVE

The Charter Township of Mundy plans to follow a program recommended by the Michigan Department of Agriculture and the Michigan Mosquito Control Association which places the emphasis on prevention rather than adulticiding. This program includes surveying, monitoring, larviciding and adulticiding. It also includes educating the public regarding their part in mosquito abatement. Of utmost concern, as well, is that a high priority be given to the health and safety of our citizens.

The Charter Township of Mundy will evaluate each bid in regard to the quality of service offered, experience and certification, cost and other intangibles. We will hold the bidder to the highest necessary standards to complete this task.

II. B. BIDDER RESPONSIBILITY

Each bidder shall have the responsibility to work with all applicable municipal agencies to fully acquaint themselves with the area including street systems, catch basins, wetlands, woodlands, detention ponds, ditches and other application sites.

Applications of any and all insecticides and larvicides shall be in strict conformance with procedures and application rates approved by the United States Environmental Protection Agency including certification in compliance with the provisions of Part 31, Water Resources Protection, Natural Resources and Protection Act, PA 451 as amended and the Michigan Department of Environmental Quality as well as the Michigan Department of Agriculture.

Bidder will have to gain approval from the Genesee County Drain Commission for the treatment of their catch basins through the NPDES permit process.

Certification of all pesticide applicators shall be available to the township.

A Safety Data Sheet for all pesticides used shall be provided to the township, as well as labels from any insecticide or pesticide used for mosquito abatement.

Failure or omission of any bidder to review any of these items shall not, in any way, relieve the bidder of any obligation with respect to this bid or to the resulting contract.

II. C. THE WORK

1. SURVEYING

The successful bidder will obtain survey information and background from all applicable municipal agencies, including maps on wetlands, woodlands, detention/retention ponds, catch basins and ditches, as well as street systems. They will use this information to establish their mosquito abatement program, particularly that which deals with larviciding.

2. LARVAL CONTROL

The successful bidder will use available survey maps to establish, inspect, monitor and treat these sites with biological abatement methods such as Bti, Bs, Abate 5% pellets, Altosid, and Gambusia Affinis (Mosquitofish). Larval Control will start April 18, 2016 and continue to October 1, 2016. Monitoring of these sites will be reported to the township in a monthly report.

While inspecting or monitoring these sites, the successful bidder will report potential breeding areas on private property such as illegal tire and trash sites, neglected swimming pools, clogged ditches or streams and stagnant ornamental pools to the code enforcement officer for follow-up enforcement.

Successful bidder shall treat all catch basins public or private with a 5 month briquette (Altosid XR) to approximately 3500 catch basins. Successful bidder will be responsible for monitoring and the treatment of permanent breeding sites on a regular schedule throughout the township.

Successful bidder shall provide larval control to standing water on private property when requested by the property owner.

3. ADULTICIDING

a. ULV TREATMENT

A set weekly schedule for truck mounted ULV treatments consisting of 12 weeks of treatment. The treatment schedule will be posted on the township's website throughout the mosquito season. Contractor will honor and have an updated copy of shut off notices.

Should West Nile Virus be found among the mosquito population monitored, a comprehensive ULV treatment would take place, after reporting such a finding to the Township Supervisor. However, shut-off notices would still be honored.

Each ULV vehicle shall have two Operators when treating at night for safety reasons. One shall have the sole responsibility of driving while the other will control the machine, mapping, and routing.

The successful bidder must be prepared to treat on an average of 1000 miles of roadway per year.

Vehicles performing ULV treatments must have GPS installed that documents the speed of the vehicle, location of the vehicle and if the ULV machine is off or on.

b. HARBORAGE TREATMENT

Harborage/Residual treatment is not included in these bids specifications. Contractor shall provide cost, per parcel directly to the resident if requested. If preformed it would be at the residents' cost.

4. MONITORING

The successful bidder should provide a minimum of nine New Jersey Light Traps throughout the nine major areas of the township. These traps shall be monitored or checked Monday, Wednesday and Friday throughout the mosquito season. The traps will be cleaned, recharged and contents collected for analysis.

Cost should include West Nile Testing two times per month in the months of June, July, and August.

Monthly monitoring will also take place at larval control sites

Property owners may request every 30 days, an inspection of their property to determine if any abatement measures may be needed. These abatement methods could include but are not limited to source reduction, larval control, and/or adulticide (ULV) treatments. The successful bidder must be prepared to respond to an average of 700 requests per season.

5. EDUCATION/PUBLIC RELATIONS

The successful bidder shall work with Mundy Charter Township to initiate, produce, and distribute a brochure regarding the mosquito abatement program. The brochure must contain information as to measures individuals can take to protect themselves against mosquitoes. They shall also determine information to be displayed on the website and to be available to answer questions regarding mosquito abatement at public meetings.

6. INSPECTIONS AND REPORTS

a. MONTHLY REPORTS

New Jersey Light Trap results shall be reported to the township every Monday, Wednesday and Friday during the Mosquito Season.

The successful bidder shall prepare a monthly report including updates of surveillance in regard to sites that have been monitored for larval control. It should include results of monitoring New Jersey Light Traps, results of any testing for West Nile Virus, and any trends noted in breeding areas or types of mosquitoes prevalent in the area.

When a ULV treatment has been done, it should be noted where and when it occurred.

b. ANNUAL REPORT

The successful bidder shall provide an annual report containing –

- A list of New Jersey Light traps and their monitored results
- A list of larvicide sites and their monitored results (compilation of monthly reports)
- A list of tests for West Nile Virus and their results
- A list of the pesticides used, the amount used, the places applied and a list of how the pesticides were applied (ULV, Backpack, or Manually)
- An accounting of miles covered and time allowed for ULV treatment
- Weather reports including wind directions for days of ULV treatment
- Weather reports including wind direction for back-pack for perimeter barrier treatment

7. NOTIFICATION LIST

The successful bidder shall keep a "Notification List" which identifies those residents desiring advance notification of adulticiding. Persons on this list shall be notified in a timely manner if adulticiding is to take place in their area. This list shall be continuously updated.

8. SHUT-OFF LIST

The successful bidder will maintain a continuously updated "Shut-Off" list and map system which identifies all properties that have requested that the adulticide be shut-off in front of and up-wind of their property. All "Shut-Off" properties will be marked prior to any adulticide treatment taking place. New additions to the list will be marked prior to the next adulticide treatment.

9. MISCELLANEOUS

No backpack operator shall go on or transverse private property without the owner's approval.

ULV and Backpack operators shall be aware of people or animals in close proximity to any spray and act accordingly to protect them.

The successful bidder will at all times attempt to use the least toxic material and to use non-chemical based products when possible.

II. D. DAMAGE TO PROPERTY

The successful bidder accepts sole responsibility for any damage to any public or private property resulting from performance of their work including, but not limited to leakage or spillage.

The successful bidder will hold harmless Mundy Charter Township from any damage, claim, liability or expenses arising out of, or connected with the performance of the work contracted.

II. E. INSURANCE AND BONDS

1. LIABILITY COVERAGE

Successful Bidder shall furnish at its own expense and keep in full force during the term of this contract the following insurance liability coverages, which shall also list Mundy Charter Township as an additional insured.

- Comprehensive chemical liability insurance for ULV or barrier treatment operations in the minimum sum of \$2,000,000 combined single unit
- Insurance covering bodily injury and property damage, excluding chemical liability, in the minimum sum of \$2,000,000
- Automobile liability insurance in the minimum of \$2,000,000 combined single unit for bodily injury and property damage

2. WORKER'S COMPENSATION COMPLIANCE

Successful bidder shall also comply with all requirements of the Michigan Worker's Compensation Law, and shall at the bidder's own expense, maintain such insurance, including employer's liability, which shall protect him from claims under said law, and from any other claims for personal injuries, including death which may arise from the operations under the contract, whether operations be by the bidder or anyone directly or indirectly employed by the bidder. The successful bidder shall provide Mundy Charter Township with a copy of the worker's compensation compliance.

3. CERTIFICATES OF INSURANCE

The successful bidder will include complete Certificates of Insurance in the bid package provided to Mundy Charter Township. Complete, legible copies of all policies on which such certificates have been issued shall be available for inspection. Policies shall be endorsed to provide that at least 30 days written notice shall be given to Mundy Charter Township of cancellation or intent not to renew coverages called for above.

II. F. ASSIGNMENT OR SUBCONTRACTING

The successful bidder shall not assign, subcontract or otherwise transfer its duties and/or obligations under this contract without the prior written consent of Mundy Charter Township. Such consent does not release the successful bidder from any of his obligations and liabilities under the contract. Violations of these specifications shall result in instant forfeiture of the contract.

II G. INVOICING AND PAYMENTS

This is an all-inclusive program. All details listed in these bid specs shall be the entire program. With the exception of additional catch basins above the estimated 3500, no additional costs will be charged to the township for added services from a heavy mosquito season. The price set forth will include everything needed to provide adequate abatement to Mundy Charter Township with the averages listed. Invoices shall be charged in five equal statements.

The successful bidder will submit to Mundy Charter Township an invoice at five regular intervals throughout the "mosquito season" during which services have been performed. The invoice shall provide an itemized account of all services performed, with a cost for each invoice cycle.

Mundy Township shall pay such invoices after the Mundy Charter Township Board approval which is generally within thirty (30) days of submission of the invoices.

II. H. PERSONNEL REQUIREMENTS

Successful bidder shall be a licensed business in the State of Michigan by the Department of Agriculture (MDARD) to perform mosquito abatement services. All technician applicators shall be licensed as a commercial applicator with CORE and 7F endorsements through the MDARD.

Successful bidder shall supply to Mundy Charter Township the names of all licensed personnel, their respective license numbers and classifications, and their respective licensing agencies prior to beginning mosquito abatement. Successful bidder shall immediately advise the township of any changes in licensed personnel.

Successful bidder shall employ or retain personnel who are capable of placing and maintaining mosquito light traps and identifying the biota normally collected by said traps. Said personnel shall also be capable of identifying mosquitoes in their immature stages and differentiating them from biota with similar characteristics.

Successful bidder shall be Quality Pro certified. This provides Mundy Township and its residents the assurance that all employees entering private property or public property have been thoroughly vetted through the use of background checks (criminal and credit), driving history, and have gone through testing to validate their good character. Quality Pro is based on four pillars, the standards relate to how companies do business in the field of Business Operations, Environmental Stewardship, Consumer Relations and Employee Education.

All personnel are required to wear reflective or neon uniforms during mosquito operations and shall all have an employee picture identification visible on their person.

II. I. FAIR EMPLOYMENT PRACTICES

Successful bidder agrees that there will not be any discrimination against any employee or applicant for employment, to be employed in the performance of this contract, with respect to hire, tenure, term, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of sex, race, color, religion national origin, ancestry, handicap or any other bias prohibited by State or Federal law or regulations.

II. J. CONTRACTOR'S PAYMENT OF TAXES

Without limitation of the foregoing, the successful bidder shall be solely responsible for -

- Payment of wages to its workforce in compliance with all Federal and State laws including the Federal Wage and Hour Act.
- Payment of any and all FICA, unemployment contributions, and other payroll related taxes or contributions required to be paid by the contractor under State and Federal law.
- Payment of all applicable Federal, State or Municipal taxes, charges or permit fees, whether now in force or subsequently enacted.

II. K. OPERATION OF VEHICLES

The successful bidder shall operate all company vehicles in a manner so as not to impede traffic. Company vehicles are not to be left unattended for any reason except for emergencies or in the actual performance of the job. Unattended vehicles that are left during the performance of a job must be parked according to the ordinances of Mundy Charter Township.

II. L. SUPPORT FACILITIES

Successful bidder shall have available -

- Facilities and equipment adequate for fulfilling the job as presented
- Communications facilities to assure ready accessibility and prompt response to resident and/or township needs.
- A quality control program that assures a proper functioning of all insecticide application equipment and includes follow-up inspections to confirm the effectiveness of these control operations.

II. M. BREACH OF CONTRACT

In the event that any of the provisions of this bid and/or resulting contract are breached by the successful bidder, Mundy Charter Township shall give written notice to the successful bidder of the breach or pattern of behavior that constitutes the breach and allow the successful bidder to resolve the breach or pattern of behavior that constitutes the breach within ten (10) days of the successful bidder's receipt of notice. If the breach or pattern of behavior is not resolved, then the Supervisor of Mundy Charter Township shall have the right to rescind this bid and/or resulting contract by sending written notice to the successful bidder of the cancellation and rescission.

II. N. TOWNSHIP'S RIGHT TO TERMINATE CONTRACT

If the successful bidder should be judged bankrupt, if they should make a general assignment for the benefit of their creditors, if a receiver should be appointed on account of their insolvency, if they should persistently or repeatedly refuse to supply enough labor, materials and/or equipment to meet the scope of the work of the contract, if they should persistently disregard laws of the State of Michigan and/or ordinances of Mundy Charter Township, or be guilty of substantial violations of any provision of the contract, the township may, without prejudice to any other right or remedy, terminate the contract immediately and re-let for same. Mundy Charter Township, at its sole discretion, may terminate the contract immediately, based on warrants and if said immediate termination is in the best public health, safety and welfare interests of the township and its residents.

In cases not involving the public's health, safety and welfare, or in cases subject to Section II L., a minimum of ten (10) days notification will be given to the successful bidder prior to the termination of the contract.

II. O. TOWNSHIP'S RIGHT TO MODIFY CONTRACT

Mundy Charter Township reserves the right to negotiate with the successful bidder for a change in the terms of the contract, during the term of the contract and to make adjustments relative to the implementation of a change that reduces or modifies the need for contracted mosquito abatement system. If the township and the bidder are unable to agree on a revised contract, the township may seek new proposals and, upon a minimum of ten (10) days written notice from the township, may terminate the unexpired portion of the contract.

The township shall not be liable for any cost under this section beyond the contract price for the period where service was actually provided.

II. P. REFERENCES

The bidder shall include a list of current and prior projects similar to that proposed as illustrations of qualifying experience. Include the name, address, and telephone numbers of the responsible individual(s) at the project site who may be contacted. This must include -

- All governmental units in the State of Michigan that the bidder has contracted with for a similar project within the last three (3) years
- Other references that the bidder feels should be considered

II. Q. EQUIPMENT

The bidder shall include a listing of the equipment that will be available for this project